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8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 22-00575-SB-2

13 Plaintiff,

14 v.

PLEA AGREEMENT FOR DEFENDANT  
DEFENDANT RUBEN TORRES

15 JAMES ESPINOZA,  
aka "Mouse,"  
16 RUBEN TORRES,  
aka "Troubles," and  
17 EDDIE VASQUEZ  
aka "Trusty,"

18 Defendant  
19

20 1. This constitutes the plea agreement between Ruben Torres ("defendant")  
21 and the United States Attorney's Office for the Central District of California (the  
22 "USAO") in the above-captioned case. This agreement is limited to the USAO and  
23 cannot bind any other federal, state, local, or foreign prosecuting, enforcement,  
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and provided by  
28 the Court, appear and plead guilty to counts two and eleven of the indictment in United

*LMB*

06/30/2023

1 States v. James Espinoza, CR No. 22-00575-SB-2, which charges defendant with  
2 Conspiracy to Distribute Methamphetamine in violation of 21 U.S.C. §§ 846, 841(a)(1),  
3 (b)(1)(A)(viii) and Trafficking in Firearms in violation of 18 U.S.C. § 933(a)(1).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained in this  
6 agreement.

7 d. Appear for all court appearances, surrender as ordered for service of  
8 sentence, obey all conditions of any bond, and obey any other ongoing court order in this  
9 matter.

10 e. Not commit any crime; however, offenses that would be excluded for  
11 sentencing purposes under United States Sentencing Guidelines (“U.S.S.G.” or  
12 “Sentencing Guidelines”) § 4A1.2(c) are not within the scope of this agreement.

13 f. Be truthful at all times with the United States Probation and Pretrial  
14 Services Office and the Court.

15 g. Pay the applicable special assessments at or before the time of  
16 sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

17 THE USAO’S OBLIGATIONS

18 3. The USAO agrees to:

19 a. Not contest facts agreed to in this agreement.

20 b. Abide by all agreements regarding sentencing contained in this  
21 agreement.

22 c. At the time of sentencing, move to dismiss the remaining counts of  
23 the indictment as against defendant. Defendant agrees, however, that at the time of  
24 sentencing the Court may consider any dismissed charges in determining the applicable  
25 Sentencing Guidelines range, the propriety and extent of any departure from that range,  
26 and the sentence to be imposed.

27 d. At the time of sentencing, provided that defendant demonstrates an  
28 acceptance of responsibility for the offenses up to and including the time of sentencing,

1 recommend a two-level reduction in the applicable Sentencing Guidelines offense level,  
2 pursuant to U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an additional  
3 one-level reduction if available under that section.

4 e. Recommend that defendant be sentenced to a term of imprisonment  
5 no higher than the low end of the applicable Sentencing Guidelines range, provided that  
6 the offense level used by the Court to determine that range is 35 or higher. For purposes  
7 of this agreement, the low end of the Sentencing Guidelines range is that defined by the  
8 Sentencing Table in U.S.S.G. Chapter 5, Part A.

9 NATURE OF THE OFFENSES

10 4. Defendant understands that for defendant to be guilty of the crime charged  
11 in count two of the indictment, that is, Conspiracy to Distribute Methamphetamine, in  
12 violation of 21 U.S.C. §§ 846, 841(a)(1), (b)(1)(A)(iii), the following must be true:

13 a. There was an agreement between two or more persons to distribute or  
14 to possess with intent to distribute at least 50 grams methamphetamine; and

15 b. Defendant joined in the agreement knowing of its purpose and  
16 intending to help accomplish that purpose.

17 5. Defendant understands that for defendant to be subject to the statutory  
18 maximum and statutory minimum sentence set forth below, the government must prove  
19 beyond a reasonable doubt that defendant conspired to distribute and possess with intent  
20 to distribute at least 50 grams of methamphetamine. Defendant admits that defendant, in  
21 fact, conspired to distribute and possess with intent to distribute at least 50 grams of  
22 methamphetamine as described in count two of the indictment.

23 6. Defendant understands that for defendant to be guilty of the crime charged  
24 in count 11, that is, Trafficking in Firearms, in violation of Title 18, United States Code,  
25 Section 933(a)(1) the following must be true:

26 a. defendant knowingly shipped, transported, transferred, caused to be  
27 transported, or otherwise disposed of, firearms, namely a Ruger model Super  
28

1 Blackhawk, .44 caliber revolver, bearing serial number 84-53922, and a Smith &  
2 Wesson, model 14, .38 caliber revolver, bearing serial number K611984;

3 b. the movement of this firearm affected interstate or foreign commerce,  
4 and

5 c. defendant knew or had a reasonable cause to believe that the use,  
6 carrying, or possession of the firearm by the recipient would constitute a felony.

7 7. Defendant understands that for defendant to be guilty of aiding and abetting  
8 the crime charged in count 11, that is the Trafficking in Firearms, in violation of Title 18,  
9 United States Code, Section 933(a)(1), 2(a) the following must be true:

10 a. someone else committed the crime of trafficking in firearms;

11 b. defendant aided that person with respect to at least one element of the  
12 crime;

13 c. defendant acted with the intent to facilitate the crime; and

14 d. defendant acted before the crime was completed.

15 PENALTIES

16 8. Defendant understands that the statutory maximum sentence that the Court  
17 can impose for a violation of Title 21, United States Code, Sections 846, 841(a)(1),  
18 (b)(1)(A)(viii), is: life imprisonment; a lifetime period of supervised release; a fine of  
19 \$10,000,000 or twice the gross gain or gross loss resulting from the offense, whichever  
20 is greatest; and a mandatory special assessment of \$100.

21 9. Defendant understands that the statutory maximum sentence that the Court  
22 can impose for a violation of Title 18, United States Code, Section 933(a)(1) is: 15 years  
23 imprisonment; a three-year period of supervised release; \$250,000, or twice the gross  
24 gain or gross loss resulting from the offense, whichever is greatest; and a mandatory  
25 special assessment of \$100.

26 10. Defendant understands, therefore, that the total maximum sentence for all  
27 offenses to which defendant is pleading guilty is: life imprisonment; a lifetime period of  
28

1 supervised release; a fine of \$10,250,000 or twice the gross gain or gross loss resulting  
2 from the offenses, whichever is greatest; and a mandatory special assessment of \$200.

3 11. Defendant understands that absent a determination by the Court that  
4 defendant's case satisfies the criteria set forth in 18 U.S.C. § 3553(f), the statutory  
5 mandatory minimum sentence that the Court must impose for a violation of Title 21,  
6 United States Code, Section 841(a)(1), (b)(1)(A)(viii) is: ten years' imprisonment,  
7 followed by a five-year period of supervised release, and a mandatory special assessment  
8 of \$100.

9 12. Defendant understands that supervised release is a period of time following  
10 imprisonment during which defendant will be subject to various restrictions and  
11 requirements. Defendant understands that if defendant violates one or more of the  
12 conditions of any supervised release imposed, defendant may be returned to prison for  
13 all or part of the term of supervised release authorized by statute for the offense that  
14 resulted in the term of supervised release.

15 13. Defendant understands that, by pleading guilty, defendant may be giving up  
16 valuable government benefits and valuable civic rights, such as the right to vote, the  
17 right to possess a firearm, the right to hold office, and the right to serve on a jury.  
18 Defendant understands that he is pleading guilty to a felony and that it is a federal crime  
19 for a convicted felon to possess a firearm or ammunition. Defendant understands that  
20 the convictions in this case may also subject defendant to various other collateral  
21 consequences, including but not limited to revocation of probation, parole, or supervised  
22 release in another case and suspension or revocation of a professional license.  
23 Defendant understands that unanticipated collateral consequences will not serve as  
24 grounds to withdraw defendant's guilty pleas.

25 14. Defendant understands that under 21 U.S.C. § 862a, defendant will not be  
26 eligible for assistance under state programs funded under the Social Security Act or  
27 Federal Food Stamp Act or for federal food stamp program benefits, and that any such  
28

1 benefits or assistance received by defendant's family members will be reduced to reflect  
2 defendant's ineligibility.

3 15. Defendant and his counsel have discussed the fact that, and defendant  
4 understands that, if defendant is not a United States citizen, the convictions in this case  
5 makes it practically inevitable and a virtual certainty that defendant will be removed or  
6 deported from the United States. Defendant may also be denied United States  
7 citizenship and admission to the United States in the future. Defendant understands that  
8 while there may be arguments that defendant can raise in immigration proceedings to  
9 avoid or delay removal, removal is presumptively mandatory and a virtual certainty in  
10 this case. Defendant further understands that removal and immigration consequences are  
11 the subject of a separate proceeding and that no one, including his attorney or the Court,  
12 can predict to an absolute certainty the effect of his convictions on his immigration  
13 status. Defendant nevertheless affirms that he wants to plead guilty regardless of any  
14 immigration consequences that his plea may entail, even if the consequence is automatic  
15 removal from the United States.

#### 16 FACTUAL BASIS

17 16. Defendant admits that defendant is, in fact, guilty of the offenses to which  
18 defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of  
19 facts provided below and agree that this statement of facts is sufficient to support pleas  
20 of guilty to the charges described in this agreement and to establish the Sentencing  
21 Guidelines factors set forth in paragraph 18 below but is not meant to be a complete  
22 recitation of all facts relevant to the underlying criminal conduct or all facts known to  
23 either party that relate to that conduct.

24 Beginning on a date unknown, but no later than on or about June 7, 2022, and  
25 continuing until on or about August 1, 2022, in Los Angeles County, within the Central  
26 District of California, defendant conspired and agreed with a co-defendant to knowingly  
27 and intentionally distribute and possess with intent to distribute methamphetamine, a  
28

1 Schedule II controlled substance. Defendant joined in the agreement knowing of its  
2 purpose and intending to help accomplish it.

3 Defendant committed the following acts in furtherance of the conspiracy, as  
4 follows:

5 On June 18, 2022, in a telephone call using code language, a co-defendant agreed  
6 to sell approximately one pound of methamphetamine to a person he believed was a drug  
7 customer, but who was, in fact, a confidential source working with law enforcement (the  
8 “CS”).

9 On June 2, 2022, defendant told a person whom he believed to be a drug customer  
10 but who was, in fact, and undercover ATF Special Agent (the “UC”) that he could get  
11 the UC methamphetamine.

12 On June 21, 2022, at approximately 4:28 p.m., defendant and the co-defendant  
13 drove a Honda Accord to a warehouse in Los Angeles County, within the Central  
14 District of California to sell methamphetamine to the CS. Upon meeting at the  
15 warehouse, the co-defendant handed a clear plastic package to the CS that contained 438  
16 grams of actual methamphetamine. The CS then paid the co-defendant \$1,400 in cash  
17 for the methamphetamine, and they discussed selling the CS 10-15 pounds of  
18 methamphetamine in the future. Defendant told the CS that the “more you get, we will  
19 make it worth your while” and that the future price of the methamphetamine would be  
20 less. Defendant then asked the UC what quantity they wanted to purchase for the next  
21 transaction. The UC stated it would be between ten to fifteen pounds. Defendant stated  
22 that if the UC wanted more now, they could handle it as well.

23 On June 26, 2022, a co-defendant, in a telephone call using coded language,  
24 arranged to sell one pound of methamphetamine and several firearms to the CS and  
25 eventually agreed to meet in a warehouse within Los Angeles. Then, on June 27, 2022,  
26 defendant and co-defendant arrived at the warehouse in a Hummer. The co-defendant  
27 handed a duffle bag from the trunk of the Hummer to the CS. Inside the duffle bag were  
28 two firearms: (1) a Walther, model P22, .22 caliber pistol bearing serial number



1 WA287403 and (2) a Mossberg, model 510, 20 Gauge shotgun, bearing serial number  
2 V0033406. The CS then paid the co-defendant \$1,800 for the two firearms. Defendant  
3 and the co-defendant then left the warehouse to pick up the methamphetamine. At  
4 approximately 5:33 p.m., defendant and the co-defendant returned, this time in a Honda  
5 Accord. The co-defendant removed two plastic bags containing 880 grams of actual  
6 methamphetamine and gave them to the CS. The CS then paid the co-defendant \$2,800  
7 for the methamphetamine. Defendant then told the CS that their source could get any  
8 amount of methamphetamine the CS wanted, and that defendant could go get five more  
9 pounds of methamphetamine right then.

10 On July 8, 2022, the co-defendant and CS agreed by text message to meet at a  
11 warehouse to sell two pounds of methamphetamine and two firearms. At approximately  
12 5:56 p.m., defendant and the co-defendant arrived at the warehouse in a Honda Accord.  
13 Defendant, while standing at the trunk of the Honda Accord, put on nitrile gloves and  
14 retrieved a camouflage duffle bag from the trunk. Defendant then carried the  
15 camouflage duffle bag to the lounge area where he handed it to UC. Defendant removed  
16 an AK-type rifle, later identified as a Riley Defense, RAK 47, 7.62 caliber rifle, bearing  
17 serial number B37366, from the bag. The co-defendant advised that the price of the  
18 firearm was \$2,500, after which the UC paid defendant \$2,500. The co-defendant  
19 removed two plastic bags that contained 883 grams of actual methamphetamine and gave  
20 them to the CS. The CS then paid the co-defendant \$2,800 for the methamphetamine.

21 In conversations from July 20-21, 2022, the co-defendant offered to sell the CS  
22 two pounds of methamphetamine at the same warehouse. On July 21, 2022, defendant  
23 and the co-defendant arrived in a Honda Accord. Defendant removed three clear  
24 packages from a black bag, which contained a total of 1,326 grams of actual  
25 methamphetamine, and handed them to the CS. The CS then paid the co-defendant  
26 \$4,200 for the methamphetamine. Defendant also offered two revolvers for sale and  
27 indicated that they were "name brand." The UC proposed purchasing them for \$500,  
28 saying that "I gotta be able to make some money on it," indicating that the UC would be



1 reselling the firearms. Accordingly, defendant knew or had a reasonable cause to believe  
 2 that the use, carrying, or possession of the firearm by the CI would constitute a felony.  
 3 Afterwards, the UC paid defendant \$2,000 for the two revolvers, which were later  
 4 determined to be a Ruger, Super Blackhawk, .44 caliber revolver, bearing serial number  
 5 84-53922, and a Smith & Wesson, model 14, .38 caliber revolver, bearing serial number  
 6 K611984.

7 Defendant further conspired to sell firearms, and willfully engaged in the business  
 8 of dealing the firearms described above and in **Appendix A**.

### 9 SENTENCING FACTORS

10 17. Defendant understands that in determining defendant's sentence the Court is  
 11 required to calculate the applicable Sentencing Guidelines range and to consider that  
 12 range, possible departures under the Sentencing Guidelines, and the other sentencing  
 13 factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing  
 14 Guidelines are advisory only, that defendant cannot have any expectation of receiving a  
 15 sentence within the calculated Sentencing Guidelines range, and that after considering  
 16 the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to  
 17 exercise its discretion to impose any sentence it finds appropriate between the mandatory  
 18 minimum and up to the maximum set by statute for the crimes of conviction.

19 18. Defendant and the USAO agree to the following applicable Sentencing  
 20 Guidelines factors:

21 Base Offense Level:	36	U.S.S.G. § 2D1.1(a)(5),(c)(2)
22 Possession of Dangerous Weapon	+2	U.S.S.G. § 2D1.1(b)(2)

23  
 24 Defendant and the USAO reserve the right to argue that additional specific offense  
 25 characteristics, adjustments, and departures under the Sentencing Guidelines are  
 26 appropriate. Defendant understands that defendant's offense level could be increased if  
 27 defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
 28

1 offense level is so altered, defendant and the USAO will not be bound by the agreement  
2 to Sentencing Guideline factors set forth above.

3 19. Defendant understands that there is no agreement as to defendant's criminal  
4 history or criminal history category.

5 20. Defendant and the USAO reserve the right to argue for a sentence outside  
6 the sentencing range established by the Sentencing Guidelines based on the factors set  
7 forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

8 WAIVER OF CONSTITUTIONAL RIGHTS

9 21. Defendant understands that by pleading guilty, defendant gives up the  
10 following rights:

- 11 a. The right to persist in a plea of not guilty.
- 12 b. The right to a speedy and public trial by jury.
- 13 c. The right to be represented by counsel — and if necessary have the  
14 Court appoint counsel -- at trial. Defendant understands, however, that, defendant  
15 retains the right to be represented by counsel — and if necessary have the Court appoint  
16 counsel — at every other stage of the proceeding.
- 17 d. The right to be presumed innocent and to have the burden of proof  
18 placed on the government to prove defendant guilty beyond a reasonable doubt.
- 19 e. The right to confront and cross-examine witnesses against defendant.
- 20 f. The right to testify and to present evidence in opposition to the  
21 charges, including the right to compel the attendance of witnesses to testify.
- 22 g. The right not to be compelled to testify, and, if defendant chose not to  
23 testify or present evidence, to have that choice not be used against defendant.
- 24 h. Any and all rights to pursue any affirmative defenses, Fourth  
25 Amendment or Fifth Amendment claims, and other pretrial motions that have been filed  
26 or could be filed.

1                                    WAIVER OF APPEAL OF CONVICTION

2            22. Defendant understands that, with the exception of an appeal based on a  
3 claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is  
4 waiving and giving up any right to appeal defendant's convictions on the offenses to  
5 which defendant is pleading guilty. Defendant understands that this waiver includes, but  
6 is not limited to, arguments that the statutes to which defendant is pleading guilty are  
7 unconstitutional, and any and all claims that the statement of facts provided herein is  
8 insufficient to support defendant's pleas of guilty.

9                                    LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

10           23. Defendant agrees that, provided the Court imposes a total term of  
11 imprisonment within or below the range corresponding to an offense level of 35 and the  
12 criminal history calculated by the Court, defendant gives up the right to appeal all of the  
13 following: (a) the procedures and calculations used to determine and impose any portion  
14 of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed  
15 by the Court, provided it is within the statutory maximum; (d) to the extent permitted by  
16 law, the constitutionality or legality of defendant's sentence, provided it is within the  
17 statutory maximum; (e) the term of probation or supervised release imposed by the  
18 Court, provided it is within the statutory maximum; and (f) any of the following  
19 conditions of probation or supervised release imposed by the Court: the conditions set  
20 forth in Second Amended General Order 20-04 of this Court; the drug testing conditions  
21 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use  
22 conditions authorized by 18 U.S.C. § 3563(b)(7).

23           24. The USAO agrees that, provided (a) all portions of the sentence are at or  
24 above the statutory minimum and at or below the statutory maximum specified above  
25 and (b) the Court imposes a term of imprisonment within or above the range  
26 corresponding to an offense level of 35 and the criminal history calculated by the Court,  
27 the USAO gives up its right to appeal any portion of the sentence.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

2            25. Defendant agrees that if, after entering guilty pleas pursuant to this  
3 agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty  
4 pleas on any basis other than a claim and finding that entry into this plea agreement was  
5 involuntary, then (a) the USAO will be relieved of all of its obligations under this  
6 agreement; and (b) should the USAO choose to pursue any charge that was either  
7 dismissed or not filed as a result of this agreement, then (i) any applicable statute of  
8 limitations will be tolled between the date of defendant's signing of this agreement and  
9 the filing commencing any such action; and (ii) defendant waives and gives up all  
10 defenses based on the statute of limitations, any claim of pre-indictment delay, or any  
11 speedy trial claim with respect to any such action, except to the extent that such defenses  
12 existed as of the date of defendant's signing this agreement.

13                                    EFFECTIVE DATE OF AGREEMENT

14            26. This agreement is effective upon signature and execution of all required  
15 certifications by defendant, defendant's counsel, and an Assistant United States  
16 Attorney.

17                                    BREACH OF AGREEMENT

18            27. Defendant agrees that if defendant, at any time after the signature of this  
19 agreement and execution of all required certifications by defendant, defendant's counsel,  
20 and an Assistant United States Attorney, knowingly violates or fails to perform any of  
21 defendant's obligations under this agreement ("a breach"), the USAO may declare this  
22 agreement breached. All of defendant's obligations are material, a single breach of this  
23 agreement is sufficient for the USAO to declare a breach, and defendant shall not be  
24 deemed to have cured a breach without the express agreement of the USAO in writing.  
25 If the USAO declares this agreement breached, and the Court finds such a breach to have  
26 occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this  
27 agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO  
28 will be relieved of all its obligations under this agreement.

1           28. Following the Court's finding of a knowing breach of this agreement by  
2 defendant, should the USAO choose to pursue any charge that was either dismissed or  
3 not filed as a result of this agreement, then:

4           a. Defendant agrees that any applicable statute of limitations is tolled  
5 between the date of defendant's signing of this agreement and the filing commencing  
6 any such action.

7           b. Defendant waives and gives up all defenses based on the statute of  
8 limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to  
9 any such action, except to the extent that such defenses existed as of the date of  
10 defendant's signing this agreement.

11           c. Defendant agrees that: (i) any statements made by defendant, under  
12 oath, at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the  
13 agreed to factual basis statement in this agreement; and (iii) any evidence derived from  
14 such statements, shall be admissible against defendant in any such action against  
15 defendant, and defendant waives and gives up any claim under the United States  
16 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the  
17 Federal Rules of Criminal Procedure, or any other federal rule, that the statements or any  
18 evidence derived from the statements should be suppressed or are inadmissible.

19           COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

20                   OFFICE NOT PARTIES

21           29. Defendant understands that the Court and the United States Probation and  
22 Pretrial Services Office are not parties to this agreement and need not accept any of the  
23 USAO's sentencing recommendations or the parties' agreements to facts or sentencing  
24 factors.

25           30. Defendant understands that both defendant and the USAO are free to:  
26 (a) supplement the facts by supplying relevant information to the United States Probation  
27 and Pretrial Services Office and the Court, (b) correct any and all factual misstatements  
28 relating to the Court's Sentencing Guidelines calculations and determination of sentence,

1 and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines  
2 calculations and the sentence it chooses to impose are not error, although each party  
3 agrees to maintain its view that the calculations in paragraph 18 are consistent with the  
4 facts of this case. While this paragraph permits both the USAO and defendant to submit  
5 full and complete factual information to the United States Probation and Pretrial Services  
6 Office and the Court, even if that factual information may be viewed as inconsistent with  
7 the facts agreed to in this agreement, this paragraph does not affect defendant's and the  
8 USAO's obligations not to contest the facts agreed to in this agreement.

9 31. Defendant understands that even if the Court ignores any sentencing  
10 recommendation, finds facts or reaches conclusions different from those agreed to,  
11 and/or imposes any sentence up to the maximum established by statute, defendant  
12 cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain  
13 bound to fulfill all defendant's obligations under this agreement. Defendant understands  
14 that no one -- not the prosecutor, defendant's attorney, or the Court -- can make a  
15 binding prediction or promise regarding the sentence defendant will receive, except that  
16 it will be between the statutory mandatory minimum and within the statutory maximum.

#### 17 NO ADDITIONAL AGREEMENTS

18 32. Defendant understands that, except as set forth herein, there are no  
19 promises, understandings, or agreements between the USAO and defendant or  
20 defendant's attorney, and that no additional promise, understanding, or agreement may  
21 be entered into unless in a writing signed by all parties or on the record in court.

22 ///

23 ///

24 ///

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

*Colin Scott*

COLIN S. SCOTT  
Assistant United States Attorney

9/01/2023

Date

*8.31.23*

*[Signature]*  
RUBEN TORRES  
Defendant

Date

*8.31.23*

*[Signature]*  
JAMES R. TEDFORD II  
Attorney for Defendant RUBEN TORRES

Date



CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

**RUBEN TORRES**  
Defendant

0-31-23  
Date

1                                    CERTIFICATION OF DEFENDANT'S ATTORNEY

2            I am RUBEN TORRES's attorney. I have carefully and thoroughly discussed  
3 every part of this agreement with my client. Further, I have fully advised my client of  
4 his rights, of possible pretrial motions that might be filed, of possible defenses that might  
5 be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C.  
6 § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of  
7 entering into this agreement. To my knowledge: no promises, inducements, or  
8 representations of any kind have been made to my client other than those contained in  
9 this agreement; no one has threatened or forced my client in any way to enter into this  
10 agreement; my client's decision to enter into this agreement is an informed and voluntary  
11 one; and the factual basis set forth in this agreement is sufficient to support my client's  
12 entry of guilty pleas pursuant to this agreement.

13   
14 \_\_\_\_\_  
15 JAMES R. TEDFORD II  
16 Attorney for Defendant RUBEN TORRES  
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8-31-23  
\_\_\_\_\_  
Date

APPENDIX A

Date Defendant Trafficked Firearm(s)	<u>Descriptions of Firearms Sold by Defendant</u>
June 2, 2022	1. a privately manufactured, .300 caliber rifle, bearing no manufacturer's mark or serial number (commonly referred to as a "ghost gun").
June 7, 2022	2. a Smith & Wesson, model 637 Airweight, .38 Special caliber, revolver, bearing serial number DNM7411; 3. a Bryco Arms, model 48, .380 caliber pistol, bearing serial number 817085; 4. a Ruger, model Mark II Target, .22 caliber pistol, bearing serial number 211-24703; and 5. a Savage Arms, model Mark II, .22 caliber rifle, bearing serial number 420006.
August 1, 2022	6. an Intratec, model AB10, 9mm caliber pistol, bearing serial number A015256; and 7. a privately manufactured, Polymer 80, 9mm caliber ghost gun pistol, bearing no serial number.